



American Arbitration Association
Dispute Resolution Services Worldwide

Pennsylvania Labor Center

May 9, 2013

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Jennings Sigmond, PC
510 Walnut Street
16th Floor
Philadelphia, PA 19106

Margaret Theranger, Esq.
City of Philadelphia
1515 Arch Street
Philadelphia, PA 19102-1595

Re: 14 390 00178 12
Fraternal Order of Police, Lodge #5
and
City of Philadelphia

Grievances: P/O Kevin Lewis # [REDACTED] Suspended and Transferred without just cause

Dear Parties:

This will confirm that the above-captioned matter has been settled. Accordingly, the hearing scheduled for May 9, 2013 is cancelled and the Association's file is hereby closed.

Please be advised that it is the AAA's policy to retain closed cases for a maximum period of six (6) months after their closing date. Therefore, please take note that the above referenced physical case file will be destroyed six months from the date of this letter. In the normal course of our administration, the AAA may maintain certain documents in our electronic records system. Such electronic records are not routinely destroyed and do not constitute a complete case file.

Thank you for choosing the American Arbitration Association.

Very truly yours,

Christine Naida
Case Administrator
[REDACTED]
naidac@adr.org

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AMERICAN ARBITRATION ASSOCIATION

FRATERNAL ORDER OF POLICE, LODGE :
NO. 5, :
—and— :
CITY OF PHILADELPHIA :

078 12
Case No. 14 390 0178011
Grievant: Kevin Lewis

SETTLEMENT AGREEMENT

WHEREAS, the City of Philadelphia ("City") and the Fraternal Order of Police, Lodge No. 5 ("FOP"), are parties to a collective bargaining agreement; and,

WHEREAS, Kevin Lewis ("Lewis") is employed by the City and a member of the bargaining unit represented by the FOP; and,

WHEREAS, on or about August 17, 2011, Lewis was charged with a violation of Section 4-§002-10 of the Disciplinary Code, Insubordination and was suspended for fifteen days and transferred from the 19th District to the 39th District;

WHEREAS, Lewis initiated a grievance contending that the City violated the collective bargaining agreement; and,

WHEREAS, the City denies that it has, in any way, violated the collective bargaining agreement with the FOP; and,

WHEREAS, the matter has proceeded unresolved to the above-captioned arbitration; and,

WHEREAS, the parties wish to resolve this matter without resort to further litigation;

NOW, THEREFORE, the parties agree as follows:

1. The City will reduce Lewis' fifteen (15) day suspension to a seven (7) day suspension and will make Lewis whole for eight (8) days.
2. The City will expunge the disciplinary transfer from the 19th District to the 39th District from Lewis' personnel record.
3. The City will change the charge from Section 4-§002-10 of the Disciplinary Code, Insubordination to Section 4-§001-10, Conduct Unbecoming an Officer, Unspecified and the Section 4-§001-10 charge will remain in Lewis' personnel record.
4. In consideration of the foregoing, the FOP and Lewis agree to withdraw the grievance and demand for arbitration in this matter.

5. Nothing in this Agreement shall be construed as an admission by the City that it, in any way, violated the collective bargaining agreement.

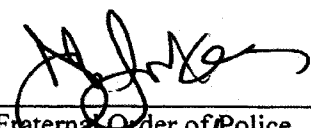
6. This Agreement is not intended in any way to set precedent or to prejudice the respective positions of the parties with respect to this matter or any other future disputes, grievances, or other legal matters. This Agreement may not be introduced, or referred to, for any purpose by either party in any subsequent administrative, judicial, or other legal proceedings. This Agreement may, however, be used in any proceeding necessary to compel enforcement of the Agreement.


7. By entering into this Agreement, all parties hereto acknowledge that they have read the Agreement, have had the opportunity to review its terms and conditions with their respective counsel, understand said terms and conditions, enter into this Agreement voluntarily, and agree to be bound hereby.

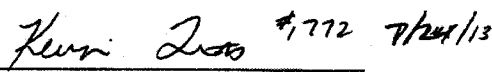
8. In further consideration of the foregoing, the FOP and Lewis, and their agents, assigns, heirs, and representatives, release the City, its departments, officials, agents, and employees from any claims they had, have, or may have arising out of, or are related to, the subject matter of the grievance.

9. By entering into this Agreement and in exchange for the promises made herein, Lewis, for himself, his agents, legal representatives, assigns, heirs, legatees, administrators, personal representatives and executors voluntarily and of their own free will agree to and hereby do forever release, discharge and hold harmless the FOP, its present or past divisions, affiliates, partners, contracting parties, predecessors, successors or assigns and their respective current and former trustees, directors, officers, employees, contractors, members, attorneys and agents of each of them, and any of their successors or assigns, from any and all claims, demands, actions, liabilities and other claims for relief and/or remuneration whatsoever, whether known or unknown, arising from or which could have arisen from the FOP's representation of Lewis in connection with the Grievance described above.

WHEREFORE, the FOP, the City, and Lewis, intending to be legally bound by this Agreement, enter into this Agreement this _____ day of _____, 2013, as evidenced by their signatures or the signatures of their representatives below.


Fraternal Order of Police,
Lodge No. 5
Date: 7/24/13


Philadelphia Police Department
Date: 5/31/13


Kevin Lewis
Date: